

RECORDATION NO. 22419-I FILED

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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

November 2, 2005

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment and Assumption of TFM Lease, dated as of November 2, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Locomotive Sublease which was previously filed under Recordation Numbers 22419-A.

The names and addresses of the parties to the enclosed document are:

Assignor: El-Mo-Mex, Inc.  
c/o General Motors Corporation  
(Electro-Motive Division)  
(successor by assignments to General  
Motors de Mexico, S. de R.L. de C.V.)  
9301 West 55<sup>th</sup> Street  
LaGrange, IL  
U.S.A. 60525

Assignees: The Kansas City Southern Railway Company  
and  
NAFTA Rail, S.A. de C.V.  
P.O. Box 219335  
Kansas City, MO 64121

Mr. Vernon A. Williams  
November 2, 2005  
Page Two

A description of the railroad equipment covered by the enclosed document is:

75 locomotives TFM 1600 – TFM1674

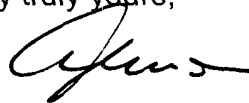
A short summary of the document to appear in the index follows:

Assignment and Assumption of TFM Lease

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

## ASSIGNMENT AND ASSUMPTION OF TFM LEASE

4-21 PM

SURFACE TRANSPORTATION BOARD

This Assignment and Assumption of TFM Lease (this "Assignment"), dated as of November 2, 2005, is by and between (i) El-Mo-Mex, Inc., a Delaware corporation ("Assignor"), and (ii) The Kansas City Southern Railway Company, a Missouri corporation, and NAFTA Rail, S.A. de C.V. (together "Assignees"), with reference to the Sublease of Locomotives dated as of September 8, 1999 (the "TFM Lease") between Assignor as lessor (as successor by assignments to General Motors de Mexico, S. de R.L. de C.V., the original lessor thereunder) and TFM, S.A. de C.V. ("TFM") as lessee, under which the locomotives listed on Schedule A to this Assignment are leased to TFM.

Assignor and Assignees agree as follows:

**1. Assignment and Assumption.**

Effective as of the date of this Agreement, Assignor hereby assigns to Assignees all rights of Assignor as lessor under the TFM Lease, and Assignees hereby accept such assignment and assume all obligations of Assignor as lessor under the TFM Lease, on the terms and subject to the conditions set forth in this Assignment. The Assignees hereby expressly assume all obligations and liabilities with respect to the TFM Lease and agree with Assignor that the Assignees shall perform all of the covenants and obligations of Assignor under the TFM Lease whether arising before or after the date of this Agreement and shall indemnify and save harmless Assignor from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of any default by the Assignees with respect to such assumption and performance. Assignor hereby acknowledges that it has no further right, title, interest or claim under or with respect to the locomotives subject to the TFM Lease or the TFM Lease (except with respect to indemnity claims attributable to events occurring prior to the date of this Agreement).

**2. Representations, Warranties and Disclaimer.**

(a) Assignor represents and warrants that Assignor has all rights of lessor under the TFM Lease, including all rights of the predecessor Lessors thereunder, subject only to the rights of Export Development Canada and KfW (f/k/a Kreditanstalt für Wiederaufbau) as lenders.

(b) Assignor makes no representation or warranty as to compliance by TFM with the terms of the TFM Lease.

**3 Further Assurances.**

Assignor and Assignees agree to execute and deliver such further documents as are reasonably requested in order to give effect to the assignment and assumption effected by

this Assignment, including such documents as are required to be filed in any jurisdiction in connection with such assignment and assumption.

**4. Release of Assignor.**

As a condition to effectiveness of this Assignment, Assignees agrees to cause TFM to execute and deliver the **Release by TFM of Assignor** set forth below.

**5. Choice of Law.**

This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois .

**6. Counterparts.**

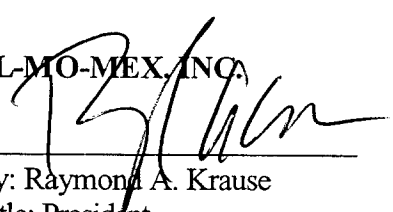
This Assignment may be executed in any number of counterparts, and such counterparts shall together constitute a fully executed agreement.

[signature page follows]

[signature page to Assignment and Assumption of TFM Lease]

**IN WITNESS WHEREOF**, the parties have duly executed this Assignment as of the date first written above.

**EL-MO-MEX, INC.**

  
\_\_\_\_\_  
By: Raymond A. Krause  
Title: President

**THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY**

\_\_\_\_\_  
By:  
Title:

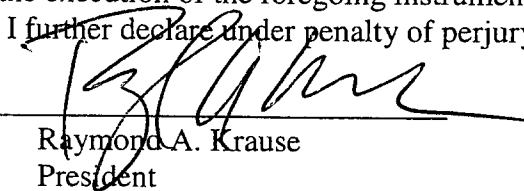
**NAFTA Rail, S.A. de C.V.**

\_\_\_\_\_  
By:  
Title:

### Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of El-Mo-Mex., Inc. by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of El-Mo-Mex, Inc. I further declare under penalty of perjury that the foregoing is true and correct.

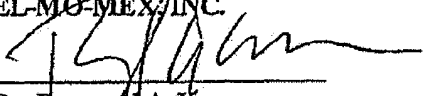
By: \_\_\_\_\_

  
Raymond A. Krause  
President

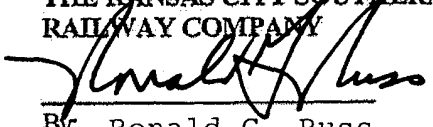
[signature page to Assignment and Assumption of TFM Lease]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

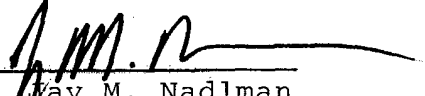
~~EL-MO-MEX, INC.~~

  
By: Raymond A. Krause  
Title: President

THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY

  
By: Ronald G. Russ  
Title: Executive Vice President and  
Chief Financial Officer

NAFTA Rail, S.A. de C.V.

  
By: Jay M. Nadlman  
Title: Authorized Representative

### Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of The Kansas City Southern Railway Company by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of The Kansas City Southern Railway Company. I further declare under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_

Name: Ronald G. Russ

Title: Executive Vice President and Chief Financial Officer



### Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of NAFTA Rail, S.A. de C.V. by authority of its shareholders and that I acknowledge that the execution of the foregoing instrument was the free act and deed of NAFTA Rail, S.A. de C.V. I further declare under penalty of perjury that the foregoing is true and correct.

By: 

Name: Jay M. Nadlman

Title: Authorized Representative

## RELEASE BY TFM OF ASSIGNOR

The undersigned TFM, S.A. de C.V. acknowledges the assignment and assumption of the TFM Lease set forth in the foregoing Assignment (together with previous assignments (i) from General Motors de México, S. de R.L. de C.V. in favor of Controladora General Motors, S.A. de C.V., (ii) from Controladora General Motors, S.A. de C.V. in favor of General Motors Corporation, and (iii) from General Motors Corporation in favor of Assignor), agrees to look only to Assignees for performance of the obligations of lessor under the TFM Lease and irrevocably and unconditionally releases Assignor and all predecessor lessors as well as all of their respective directors, officers, agents, employees, representatives, parent companies, subsidiaries, or affiliated or related entities, from any obligation, liability or claim under the TFM Lease, without reserving any legal action, right, remedy, claim or complaint, of whatever nature, to be exercised in the present or in the future against Assignor and all predecessor lessors as well as all of their respective directors, officers, agents, employees, representatives, parent companies, subsidiaries, or affiliated or related entities in connection with, or arising out of, the TFM Lease.

TFM, S.A. de C.V.

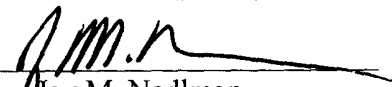
By: 

Name: Jay M. Nadlman

Title: Authorized Representative

### Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of TFM, S.A. de C.V. by authority of its shareholders and that I acknowledge that the execution of the foregoing instrument was the free act and deed of TFM, S.A. de C.V. I further declare under penalty of perjury that the foregoing is true and correct.

By:   
Name: Jay M. Nadlman  
Title: Authorized Representative

**Schedule A**

**List of Locomotives**

**Reporting Mark: TFM**

<u>ROAD NUMBER</u>	<u>ROAD NUMBER</u>	<u>ROAD NUMBER</u>
1600	1625	1650
1601	1626	1651
1602	1627	1652
1603	1628	1653
1604	1629	1654
1605	1630	1655
1606	1631	1656
1607	1632	1657
1608	1633	1658
1609	1634	1659
1610	1635	1660
1611	1636	1661
1612	1637	1662
1613	1638	1663
1614	1639	1664
1615	1640	1665
1616	1641	1666
1617	1642	1667
1618	1643	1668
1619	1644	1669
1620	1645	1670
1621	1646	1671
1622	1647	1672
1623	1648	1673
1624	1649	1674

Total Units = 75

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

11/2/05



\_\_\_\_\_  
Robert W. Alvord